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|--|--|---|--|--|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |  |   |  | 1. Contract ID Code<br>Firm-Fixed-Price  |  | Page 1 Of 6  |  |
| 2. Amendment/Modification No.<br><br>0001  |  | 3. Effective Date<br><br>2001APR19  |  | 4. Requisition/Purchase Req No.<br><br>SEE SCHEDULE  |  | 5. Project No. (If applicable)   |  |
| 6. Issued By<br>TACOM-ROCK ISLAND<br>AMSTA-LC-CTT<br>JEFF DEVILDER (309)782-6329<br>ROCK ISLAND IL 61299-7630<br><br>EMAIL: DEVILDERJ@RIA.ARMY.MIL   |  | Code W52H09   |  | 7. Administered By (If other than Item 6) Code   |  |  |  |
|  |  |   |  | SCD PAS ADP PT   |  |  |  |
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  |  |   |  | <input checked="" type="checkbox"/>  |  | 9A. Amendment Of Solicitation No.<br><br>DAAE20-01-T-0111              |  |
|  |  |   |  | <input type="checkbox"/>   |  | 9B. Dated (See Item 11)<br>2001MAR30                                   |  |
|  |  |   |  | <input type="checkbox"/>   |  | 10A. Modification Of Contract/Order No.                                |  |
|  |  |   |  | <input type="checkbox"/>   |  | 10B. Dated (See Item 13)   |  |
| Code   |  | Facility Code   |  |  |  |  |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |  |   |  |  |  |  |  |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers<br><input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.<br>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |  |   |  |  |  |  |  |
| 12. Accounting And Appropriation Data (If required)  |  |   |  |  |  |  |  |
| <b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b><br>It Modifies The Contract/Order No. As Described In Item 14.  |  |   |  |  |  |  |  |
| <input type="checkbox"/>   |  | A. This Change Order is Issued Pursuant To:<br>The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In   |  |  |  |  |  |
| <input type="checkbox"/>   |  | B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). |  |  |  |  |  |
| <input type="checkbox"/>   |  | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:  |  |  |  |  |  |
| <input type="checkbox"/>   |  | D. Other (Specify type of modification and authority)   |  |  |  |  |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.  |  |   |  |  |  |  |  |
| 14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><br>SEE SECOND PAGE FOR DESCRIPTION   |  |   |  |  |  |  |  |
| <p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>  |  |   |  |  |  |  |  |
| 15A. Name And Title Of Signer (Type or print)  |  |   |  | 16A. Name And Title Of Contracting Officer (Type or print)                                   |  |  |  |
| 15B. Contractor/Offeror<br><br>_____<br>(Signature of person authorized to sign)   |  | 15C. Date Signed  |  | 16B. United States Of America<br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer) |  | 16C. Date Signed   |  |
| NSN 7540-01-152-8070<br>PREVIOUS EDITIONS UNUSABLE   |  |   |  | 30-105-02  |  | STANDARD FORM 30 (REV. 10-83)<br>Prescribed by GSA FAR (48 CFR) 53.243 |  |

|                                       |   |                           |
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| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-01-T-0111 <b>MOD/AMD</b> 0001 | <b>Page</b> 2 <b>of</b> 6 |
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SUPPLEMENTAL INFORMATION

- a. Paragraphs 1 - through - 9 reflected on page 2 of 27 of the solicitation are deleted, and replaced with paragraphs 1 - through - 11 reflected under paragraph j below.
- b. The minimum total quantity of 400 each for the 4 Ton Jack reflected on page 5 of 27 of the solicitation and the minimum total quantity of 471 each for the 10 Ton Jack reflected on page 6 of 27 of the solicitation is changed to 0 each for both Jacks.
- c. The delivery time for the 4 Ton Jack reflected on page 5 of 27 of the solicitation and for the 10 Ton Jack reflected on page 6 of 27 of the solicitation is changed from 120 days to 90 days after receipt of delivery order.
- d. Paragraph (a) of clause #16 entitled "Order Limitations" on page 12 of 27 of the solicitation is changed to the following:
- (a) Minimum order, when the Government requires supplies or services covered by this contract in an amount of less than 1 each for the 4 Ton Hydraulic Dolly Jack and 1 each for the 10 Ton Hydraulic Dolly Jack, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- e. Clause #17 entitled "Indefinite Quantity" listed on page 13 of 27 of the solicitation is deleted.
- f. Attachment 001 (Price Evaluation Summary) of the solicitation is deleted, and replaced with attachment 009 (Price Evaluation Summary) which has been made as part of this amendment.
- g. Attachment 002 (Description For Purchase #391 dated 14 Dec 2000) of the solicitation is deleted, and replaced with attachment 010 (DFP #391 dated 13 Apr 2001) which has been made as part of this amendment.
- h. The FAR Clause 52.216-21 "Requirements" is added/incorporated into the solicitation via this amendment.
- i. Clause #26 entitled "Evaluation - Commercial Items" listed on page 26 of 27 of the solicitation is revised as reflected in the clause "Evaluation - Commercial Items" which is shown in the following pages of this amendment.
- j. The following information is added to the solicitation via this amendment:
- This solicitation DAAE20-01-T-0111 for a 4 Ton Hydraulic Dolly Jack NSN: 4910-00-516-5806 and 10 Ton Hydraulic Dolly Jack NSN: 4910-00-289-7233 (see attachment 010 of this amendment) will result in the competitive award of a commercial, requirements, long-term, firm fixed price supply contract. See FAR clauses 16.503, 52.216-18 52.216-19 and 52.216-21 for additional information concerning requirements contracts. This solicitation is issued under the test program at FAR 13.500, which authorizes the use of simplified acquisition procedures for commercial supplies and services up to \$5,000,000.00. This contract will include four pricing periods as set forth in paragraph 6 below. The maximum total quantity for the 4 year period will be 1,300 each for the 4 Ton Jack and 1,937 each for the 10 Ton Jack. This action is unrestricted.
  - The minimum and maximum quantity ordering ranges, as shown on the Price Evaluation Summary (attachment 009), is provided solely for the purpose of establishing reasonable ranges of quantity against which to provide prices.
  - Offerors are required to complete the price evaluation summary (see attachment 009 of this amendment), for all ordering periods. Prices will be evaluated in accordance with the criteria identified in the clause FAR 52.212-2, Evaluation - Commercial Items, which is reflected in full text in this solicitation and reflected on the price evaluation summary (attachment 009 of this amendment). If you fail to submit prices for all quantity ranges and pricing periods and the product performance verification, your proposal may be considered unacceptable and the government may reject your proposal. All unit prices proposed will be binding.
  - The price evaluation summary (attachment 009 of this amendment) will be used for evaluation purposes only. The stated minimum ordering range quantities are not guaranteed buy quantities. An award under this solicitation in no way obligates the government to order the stated minimums. Each order stands on its own insofar as it obligates the government.
  - The clause at FAR 52.212-1, Instructions to Offerors - Commercial Items, identifies information which must be included with your quote. Please see attachment 004 to this solicitation for full text of this clause. Pay particular attention to paragraph (b)(4). If your technical description does not contain sufficient details to evaluate compliance with the stated requirements, your offer will be considered unacceptable. Per paragraph 1.1 Market acceptability criteria, of DFP #391 Rev A dated 13 Apr 2001: "Jacks offered under this Purchase Description shall have been in production under the same basic design for the last 3 consecutive years and shall have been sold through a customary distributor network to professional automotive maintenance customers on a competitive basis with other manufacturer's jacks of similar design and intended market niche. The supplier to the Government shall demonstrate that the offered product is supported with adequate spare parts, commercial operation and maintenance manuals, and established repair facilities based in a broad geographic pattern for national and international support with experience at servicing and repairing the specific offered product."

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6. The following are the dates of the pricing periods covered by this solicitation:
- PRICING PERIOD #1: DATE OF AWARD - 31 May 2002  
PRICING PERIOD #2: 1 Jun 2002 - 31 May 2003  
PRICING PERIOD #3: 1 Jun 2003 - 31 May 2004  
PRICING PERIOD #4: 1 Jun 2004 - 31 May 2005
7. All prices will be proposed based on a F.O.B Origin delivery. All delivery orders will be issued unilaterally by the government with firm delivery dates and ship to address. Deliveries shall commence within 90 days after receipt of an order at a minimum rate of 100 units per month (unless the order or remaining order is less than this amount) until the order is completed. Earlier delivery is authorized provided there is no additional cost to the government.
8. PRODUCT VERIFICATION: Offerors shall provide certification and warranty that their products have been designed, constructed, inspected and tested in accordance with the requirements in the DFP #391 Rev A dated 13 Apr 2001 (see attachment 010 of this amendment), and American Society of Mechanical Engineers Safety Standard for Portable Automotive Lifting Devices, PALD 1997 with addendum 2000a Chapter 10, entitled "Service Jacks".
9. PRODUCT VERIFICATION TESTING: Product verification testing is required not later than 60 days after award (see verification procedures paragraphs 4.1 through 4.1.4.2 of DFP #391 Rev A dated 13 Apr 2001, of this amendment. The place for inspection and acceptance of the aforementioned procedures: Inspection - Origin, Acceptance - Destination.
10. PRODUCT VERIFICATION NOTIFICATION: 15 days prior to the scheduled product verification testing, the contractor shall notify TACOM-RI, ATTN: AMSTA-AR-QAW-C/Mr. Marvin Lagard, Rock Island, ILL. 61299-7630 of the date, time, and place where the product verification testing will be performed.
11. COMMERCIAL MANUALS/LITERATURE AND DATA RELEASE LETTER: The contractor shall overpack one complete set of commercial manuals/literature with each item delivered. Within 30 days after contract award, the contractor shall furnish three complete sets of the commercial manuals/literature to the Contracting Officer along with a letter authorizing the government to reproduce or copy the manuals/literature as needed. See paragraph 3.4, Manuals and Operation Instructions, of the Description For Purchase #391 Rev A dated 13 Apr 2001, (attachment 010 of this amendment) for additional requirements.
- k. All other terms and conditions of the solicitation remains unchanged.

\*\*\* END OF NARRATIVE A 003 \*\*\*

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CONTRACT CLAUSES

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---------------|------------------------|--------------|-------------|
| 1 CHANGED     | 52.216-21              | REQUIREMENTS | OCT/1995    |

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 May 2006.

(End of clause)

(IF6031)

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Name of Offeror or Contractor:

LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u>                     | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|----------------------------------|-------------|----------------------------|-----------------------|
| Attachment 009             | PRICE EVALUATION SUMMARY         |             | 001                        |                       |
| Attachment 010             | DESCRIPTION FOR PURCHASE DFP-391 | 13-APR-2001 | 008                        |                       |

